

# Kitchen Garden Cafe Ltd

Kitchen Garden Cafe • York Road • Kings Heath • Birmingham • B14 7SA  
Tel: 0121 443 4725, email: [events@kitchengardencafe.co.uk](mailto:events@kitchengardencafe.co.uk)

## **STANDARD TERMS AND CONDITIONS FOR FUNCTION BOOKINGS**

**Kitchen Garden Cafe Ltd** ask clients to be aware that function bookings are conducted on the basis of the following terms and conditions.

### **1. HIRE OF KITCHEN GARDEN CAFE AND FLETCHERS BAR AND EATERY**

In consideration of your payment of the fees of your compliance with the obligations set out in this agreement. Kitchen Garden Cafe Ltd agrees to hire out the venue to you for a hire period so you can host your event.

The Venue Hire fee covers the venue costs (Kitchen Garden Cafe and Fletchers Bar and Eatery) and hosting staff on your event day, and 1 hour event planning to help you prepare all your final details, it does not include any other services.

The venue hire fee for the venue room booked will be required in full as a deposit to secure your function booking. The deposit must be paid within 7 days after the deposit invoice has been sent to you. This will happen once you give written notice via email that you wish to book your event at Kitchen Garden Cafe. If no payment is received within 7 days then the date will become available to other clients.

The following rooms in Kitchen Garden Cafe and Fletchers Bar and Eatery are available to hire separately and each have an individual cost associated with hiring that room: Kitchen Garden Cafe, including the Courtyard and Back Room; Kitchen Garden Cafe Back Room; Fletchers Bar and Beer Garden; and the Green Room.

Hiring one of these rooms does not guarantee hire or access to any other hireable rooms in Kitchen Garden Cafe or Fletchers Bar and Kitchen Garden Cafe Ltd reserve the right to hire out these rooms to other clients.

The timings of the hire of the venue will be confirmed to you in writing by Kitchen Garden Ltd staff at the point of booking. The hire period includes set up and pack down times. Earlier arrival times are permitted but must be organised and agreed by Kitchen Garden Cafe Ltd prior to the event date and may incur an additional fee to extend the hire period. During peak periods event hire costs will be higher than off-peak periods.

You, your guests, and suppliers must vacate the venue by the agreed end time. There is a 30 minute grace period. If you, your guests, or suppliers have not vacated the venue after this grace period on your event day we do reserve the right to charge you a late fee of £100 per hour or part hour after.

We cannot guarantee access for suppliers on your event date any earlier than the agreed access time without prior agreement which may incur an additional fee to extend the hire period.

You are welcome to ask your event host to store anything valuable in the locked upstairs office, but this will be at the hosts discretion and dependent on size and nature of the items you wish to store.

Please note we cannot accept any responsibility for damage or theft of items left on the premises.

All items must be collected by 10am the day after your event. Any items left after that time will be disposed of. It is your responsibility to make necessary arrangements to collect all belongings during this timeframe.

## **2. HEALTH & SAFETY**

To ensure the safety of our guests the following rules must be adhered to:

### **Outside**

No glassware to be left outside.

No more than 50 people in the Courtyard or Fletchers Garden at any one time.

Members of the public or patrons of Kitchen Garden Cafe and Fletchers Bar that are not attendees, suppliers, (on shift) staff, or guests of your event will not be permitted entry to outdoor spaces that have been hired exclusively by you.

If you would like to use confetti, you must use natural petal confetti only. No foil confetti or sprinkles are allowed on the premises for throwing or decoration purposes, including confetti inside of balloons.

Sparklers are permitted in the Courtyard area and must be agreed by Kitchen Garden Cafe Ltd prior to the event date. Fireworks are not permitted on the premises or on the street outside of the venues.

### **Inside.**

Smoking and Vaping is prohibited in the building. Ashtrays are provided outside for used cigarettes.

Open flames are permitted and must be agreed with Kitchen Garden Ltd prior to the event and any open flames on your event day will be monitored by staff on the day and if staff assess that there is a risk flames will be extinguished and candles put away.

Please report any spillages or accidents to the host immediately to prevent further accidents and damage.

Children under 16 must be adequately supervised by an adult at all times. If suitable adults are not available then children will be asked to leave the premises.

Both Kitchen Garden Cafe and Fletchers Bar and Eatery are older buildings that have been retrofitted for the purposes of commercial use, including a temporary ramp and an accessible toilet. However the buildings retain some original features such as steep steps, limited no-step access, and uneven floors and surfaces. Kitchen Garden Cafe Ltd is hired with the understanding

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that they are not fully accessible without some steps and that the floors and surfaces are uneven in places.

Dogs are permitted inside the venue and are the responsibility of you and/or the dogs owners. Kitchen Garden Cafe Ltd will not be held responsible for any injuries caused by dogs brought onsite. You are responsible for any damage or injury caused by any dog brought onto the premises by you or your guests and external suppliers. Dogs must be supervised at all times and any dog that is not supervised or exhibits unruly or aggressive behaviour will be asked to leave the premises.

### 3. CANCELLATIONS

You have the right to cancel your event at any time by advising us of your intention to do so in writing.

Cancellation will be effective from the date of receipt of written confirmation.

In the event of cancellation, we shall do our best to obtain a suitable alternative date however this is not contractual.

If you change your event date less than 4 weeks before the event a £100.00 admin and re-booking fee will be charged. If the change of date is due to Government restrictions preventing the event from going ahead no re-booking fee will be charged for the first re-booking.

All re-bookings must take place within 2 years of the original function booking date. We reserve the right to charge rebooking fees for the second and subsequent re-bookings regardless of the reason for re-booking.

If you cancel your function booking we reserve the right to charge you the following cancellation fee:

<b>Date we receive written notice of cancellation</b>	<b>Cancellation Fee Payable</b>
More than 4 weeks before event takes place	70% of the total booking fee will be charged
Less than 4 weeks before event takes place	100% of the total booking fee will be charged

It is your responsibility to cancel any other suppliers and inform third parties of the cancellation of your event.

Any costs incurred by Kitchen Garden Cafe Ltd for a particular event, that otherwise would not have been incurred; will be charged in the event of cancellation unless Kitchen Garden Cafe Ltd is able to mitigate their loss.

All deposits, interim and final payments are non-refundable.

In the unlikely event that Kitchen Garden Cafe Ltd postpones or cancels your event you will receive first refusal of any other available dates or 100% of the total booking fee paid to date.

Kitchen Garden Cafe Ltd will provide support to you in rearranging your external suppliers and finding an alternative venue for your event. However, Kitchen Garden Cafe Ltd will not be held responsible or liable for any external costs you incur when cancelling or postponing your event.

## **5. REDUCTION IN NUMBERS**

Approximate numbers must be confirmed in writing to both Kitchen Garden Cafe Ltd upon booking. We require final numbers attending the function and catering and drinks package orders at least 3 weeks prior to your event. At this time you will also need to supply a list detailing any allergies & dietary requirements, access requirements or special seating (such as high chairs).

## **6. DAMAGE.**

The client is responsible to Kitchen Garden Cafe Ltd for any damage caused by the client or the clients guests and suppliers etc.

A refundable £200.00 deposit will be required prior to your event. If there have been any damages or theft from or to the premise, the cost of the repair will be taken out of your damages deposit. Should the damages value be higher than your damages deposit payment, you are liable to pay the additional costs. All receipts shall be given to you as proof of repair/purchase.

Kitchen Garden Cafe Ltd accepts no responsibility for any loss, damages or theft of any personal belongings.

You are responsible for your own and your guests' behaviour. If there are problems that we cannot prevent /make good we may, in our absolute discretion, stop the event and ask everyone to leave the venue. No refunds will be given in any circumstance.

No food or drink may be brought into the venue without any prior written consent by Kitchen Garden Cafe Ltd, this includes alcoholic drinks that are brought onto the premises by your guests.

Any alcoholic drinks or drugs brought into the premises by guests will be confiscated. Kitchen Garden Cafe Ltd reserves the right to deduct money from your Damages Deposit accordingly if alcohol is consumed after warning by Kitchen Garden Cafe Staff.

Alcohol is not allowed to be purchased by or on behalf of anyone under the age of 18 or anyone under the age of 25 without suitable proof of age ID. Anyone under the age of 18 or 25 without ID consuming alcohol or anyone supplying alcohol to anyone under the age of 18 or 25 without ID will be asked to leave the premises and will not be permitted to re enter the premises.

## **7 . EXTERNAL SUPPLIERS**

You are responsible to contact & book all external suppliers for the event. You must ensure that all contact details for the suppliers are passed to Kitchen Garden Cafe Ltd at least 4 weeks prior to your event. Please inform Kitchen Garden Cafe Ltd of any catering requests or dietary requirements/allergies that your suppliers may have. Kitchen Garden Cafe Ltd will make contact with your suppliers ahead of the event to obtain all relevant insurance, health & hygiene certification etc if required.

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## **8. FUNCTION HIRE PRICE INFORMATION**

All information and prices in the brochure or provided by Kitchen Garden Cafe Ltd Staff were correct at time of printing/quoting and are subject to change without prior notice. Any increase in VAT will be passed on to you. Kitchen Garden Cafe Ltd cannot accept responsibility for any errors or omissions.

## **9. DATA PROTECTION ACT & PRIVACY POLICY**

Any information supplied to Kitchen Garden Cafe Ltd is held in accordance with the Data Protection Act 1984 and may be used by Kitchen Garden Cafe Ltd to keep you informed of special offers and promotions we believe are of interest to you. More information on our Privacy policy can be found below.

## **10. CIRCUMSTANCES BEYOND OUR CONTROL**

Due to circumstances beyond our control, we may have to cancel or amend your booking. When we refer to circumstances beyond our control, we mean any event that we could not foresee or avoid, even after taking reasonable care. Such circumstances usually include but are not limited to: war, threat of war, epidemic, pandemic, natural or nuclear disaster, terrorist activity & bad weather.

Kitchen Garden Cafe Ltd cannot pay for any compensation, reimburse expenses, cover losses for any amount or refund any monies paid or otherwise accept responsibility.

We will however, where possible provide an alternative date to be taken within 24 months of the original booking.

Please note that we reserve the right to amend and update these Terms and Conditions at any time.

## **PRIVACY POLICY**

### **1. What information do we collect from you?**

Kitchen Garden Cafe Ltd collects Personal Data and Anonymous Data from you when you visit our sites or when you send us information or communications. "Personal Data" means data that allows someone to identify you, including, for example, your name, address, telephone and mobile numbers, email address, as well as any information about you that is associated with or linked to, or could be linked to, any of the foregoing data. "Anonymous Data" means data that is not associated with or linked to your Personal Data. Anonymous Data does not permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below -

### **2. How we collect Personal Data**

#### *Contact Information (for example an email address)*

You might provide us with your contact information, whether through use of our services, a form on our website or as an interaction with our team in the office. If you, as a visitor to Kitchen Garden Cafe, elect to register or make an inquiry through our website we will normally collect your first and last names, phone number and email address.

#### *Usage information*

We collect usage information about you whenever you interact with our websites and services. This includes which webpages you visit, what you click on, when you perform those actions, what language preference you have, and so on.

#### *Billing information*

If you make a payment to Kitchen Garden Cafe Ltd, we require you to provide your billing details, a name, address, email address and financial information corresponding to your selected method of payment (e.g. a credit card number and expiration date or a bank account number).

We collect your personal information or data from third parties if you give permission to those third parties to share your information with us or where you have made that information publicly available online. An example of this might be when you provide your personal data to a 'venue search' website that we advertise with such as Hitched.com or BrideBook.

#### *Social Media*

Should you choose to sign in or interact with any of our social media platforms, we will collect personal data relevant to that platform for example your username, handle or your profile picture and any information that you have chosen to make public on our social media accounts. Facebook, for example, often collects personal data including name, age and location.

#### *Voluntary*

We also collect other types of Personal Data that you provide to us voluntarily when, for instance, you make a purchase, respond to surveys and questionnaires, or perhaps enter a competition. In order to improve our services to you, we may ask you to voluntarily complete confidential surveys. If you provide us with feedback regarding our event services via email or a feedback form we will collect your data and may keep this stored securely within our office for periodical review. If you do not wish to participate in a survey, however, please do decline to participate when asked.

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### **3. How will we use the information we collect?**

Kitchen Garden Cafe Ltd uses your Personal Data to provide you with a customised experience and to provide our services to you and your event. Such services include the preparations leading up to and including your event and the communications that these preparations require.

Generally the communication will be via email, phone or direct contact. We may also occasionally send you electronic newsletters if we have any updates on the venue or seasonal events. We also use Personal Data for customer service messages, and to notify you about any updates to our services or the venue and to respond to your requests.

We may create Anonymous Data records from Personal Data by excluding information (such as your name) that makes the data personally identifiable to you. We use this Anonymous Data to perform statistical analyses of our customers so that we may look at trends and behaviours and this in turn helps us to plan and prepare for the future of the business.

### **4. Do we share your Personal Data with other companies?**

We will share your Personal Data with third party suppliers who need to process your data in order to interact with us and yourself during the planning processes for your event. These suppliers may be a florist, photographer, make-up artist and so on. These third parties are required not to use your Personal Data other than to provide the services requested by Kitchen Garden Cafe Ltd. and to guarantee that they have sufficient processes in place to ensure the security of your data whilst it is in their care.

When you give Kitchen Garden Cafe Ltd consent to plan and host an event on your behalf we will require you to express your consent to the sharing of your Personal Data with our contractors and the desired third parties. Except as otherwise stated in this Privacy Policy, where you give us your consent, we do not sell, trade, or rent the Personal Data collected from our services to third parties.

If you send a testimonial or comment to us, or post it on another platform or site, we may post it on to our site or use it in our advertising and social media materials. We will attribute your testimonial to you by posting your name next to your comment on our site or advertising materials, if provided.

If another company acquires our company or our assets, that company will possess the Personal Data collected by it and us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy and the terms under which you submitted your data.

### **5. Keeping your data up to date, changing your mind and opting out**

Please note that at all times you are responsible for updating your Personal Data to provide us with your most current email and postal address. We will consider it your responsibility to keep your Personal Data up to date so that we do not send any communications via emails or postal addresses that are not valid or are for any reason not capable of delivering to you. Please note that this Privacy Policy may affect our use of Personal Data that you have provided to us prior to our notifications to you of the changes and if you do not wish to permit changes in our use of your Personal Data - you must notify us that you wish to deactivate your account with us.

Should you decide to stop receiving further communications from us, you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the email you receive.

If you are contacting us by email please be sure to include your full name and address in your opt-out request in order to allow us to process your request for any changes to your preferences. Note that we may retain changed or deleted information in our archives, but we will not keep it longer than is necessary.

## **6. Other websites**

Other websites that Kitchen Garden Cafe Ltd may advertise on or be featured on may collect your Personal Data but the collection of your data on these sites are the responsibility of the site and not Kitchen Garden Cafe Ltd.

This Privacy Policy applies only to the use and disclosure of Personal Data that we collect while you use our services.

## **7. Social media, social commerce and other third parties**

We work with trusted third parties, including social network sites like Facebook and Instagram. Other social networks we use include Twitter, Tik Tok, Pinterest and Youtube. All of these companies operate Third Party Sites. We may provide access to our Sites by third parties, venue-related suppliers and business partners so we can generate interest in our products and services among members of your social networks and to allow you to share product and service interests with friends in your network. We cannot control how your data is collected, stored, used or shared by Third Party Sites or to whom it is disclosed. Please be sure to review the privacy policies and privacy settings on your social networking sites to make sure you understand the information they are sharing. If you do not want a Third Party Site to share information about you, you must contact that site and determine whether it gives you the opportunity to opt-out of sharing such information. Kitchen Garden Cafe is not responsible for how these third parties may use information collected from or about you.

## **8. Where is your information processed and Personal Data stored?**

Kitchen Garden Cafe Ltd is committed to protecting the security of your Personal Data. We use a variety of industry-standard security technologies and procedures to help protect your Personal Data from unauthorised access, use, or disclosure.

We never store any payment or card details.

Even though Kitchen Garden Cafe Ltd has taken significant steps to ensure that your Personal Data is not intercepted, accessed, used, or disclosed by unauthorised persons, you should know that we cannot eliminate security risks associated with Personal Data.

Our business can be accessed globally via our website, email address and modern day technology so your Personal Data may be processed both in and outside of your own country. When you submit your details and in whichever country you are situated you agree to the data being transferred to the UK and processed under the terms of the UK Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 which stem from European Directives 95/46/EC and 2002/58/EC respectively. If you are not in agreement please do not give us your personal details.

## **9. Access to your Personal Data**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. We are also legally obliged to request you to provide us with identification so that we can be certain that you are entitled to receive the requested data.

## **10. Services Kitchen Garden Cafe Ltd May Use**



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Kitchen Garden Cafe Ltd often uses Google analytics to track how you are using our website and looks at your browsing behaviour, journey and device or browser used. No personally identifiable information is collected via Google analytics. This information is used to help improve the experience for the users.

## 11. Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

## 12. Changes to this Privacy Policy

We may amend this Privacy Policy from time to time. If we make material changes in the way we collect, use, and/or share your Personal Data, we may notify you by sending you an email to the last email address you provided to us, by writing to your last known postal address and/or by prominently posting notice of the changes on our sites. Any material changes to this Privacy Policy will be effective one month / 30 days following our posting of the notice of the changes on our sites.

These changes will be effective immediately for new users of our services.

The information provided by you to us during your use of the services, or otherwise when using the website will be held by us on our servers and computers and used by us to review, develop and improve the website and on-line services and to enable us to provide you with relevant information as requested by you and also information concerning our marketing programmes. We may inform you from time to time about new features and services which we believe may be of interest to you. Should you not wish to receive such information from us you may do so by indicating on the enquiry reply form, opting out of our mailing list or updating your preferences. We will not sell your personal information. We will not hold such information or data for any longer than is necessary for the purposes set out in this policy statement.

The website may include hyperlinks to other websites. Your use of such hyperlinks is subject to this policy statement. If you use the hyperlinks then you will be leaving the website. Your access and use of other websites will not be governed by this policy statement and it is your responsibility to check the other websites and the privacy policies that may govern those sites to ascertain how your information and data will be treated if you access and use them.

You have the right to request access to and/or the correction or deletion of any personal information about you held by us.

If you have any questions concerning this Data Protection and Privacy Policy please contact us at [info@kitchengardencafe.co.uk](mailto:info@kitchengardencafe.co.uk)

By accepting this policy statement you consent to the use (including processing and storage), transfer and disclosure of your information and data referred to in this policy statement for the purposes set out in this policy statement.

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I/We, **Client Name/s** agree to the terms and conditions of this contract, to book Kitchen Garden Cafe for my/our function on **Date of Event and Year** for a fee of **£Cost**.

Date:

Signature: